

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LAKISHA REYNOLDS, *et al.*,

Plaintiffs,

-against-

RUDOLPH GIULIANI, *et al.*,

Defendants.

**STIPULATION AND
ORDER ON
ATTORNEYS' FEES
AND COSTS**

No. 98 Civ. 8877 (LJL)

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WHEREAS, a permanent injunction was issued in the above-captioned action in 2005, Plaintiffs filed a Motion for Contempt on December 18, 2023, and Plaintiffs' Motion for Contempt was settled without a finding on contempt by a Stipulation of Settlement & Corrective Action Plan so-ordered by the Court on April 19, 2024;

WHEREAS, the Stipulation of Settlement & Corrective Action Plan provided that it resolved all relief sought on the Motion for Contempt *except* for Plaintiffs' claim to attorneys' fees and costs;

WHEREAS, the parties have reached an agreement regarding payment of Plaintiffs' attorneys' fees and costs;

IT IS HEREBY STIPULATED AND AGREED by and among the parties:

1. The parties agree to a settlement of Plaintiffs' claim to attorneys' fees and costs in the amount of \$280,000. Such amount will include all fees and costs through April 19, 2024.
2. The payments referenced in paragraph "1" herein shall be in full settlement of all claims for costs, disbursements, and attorneys' fees, in or arising from this action accrued or incurred by the Plaintiffs and the Plaintiff Class, from June 15, 2010 through April 19, 2024.

3. Payment shall be made by delivering a check payable to the National Center for Law and Economic Justice as payee for all Plaintiffs' counsel.

4. Payment of the amounts owed by Defendant shall be made no later than ninety (90) days from the date that a "So Ordered" copy of this Stipulation has been docketed with the Clerk of the Court and all documents required to execute the payment have been received from Plaintiffs' counsel.

5. No interest shall be incurred, so long as payment is made to Plaintiffs' counsel in accord with paragraph (4) above. Otherwise, interest shall accrue at a rate of 9% from the date the copy of this Stipulation has been docketed with the Clerk of the Court and all documents required to execute the payment have been received from Plaintiffs.

6. In consideration of this payment, Plaintiffs and Plaintiffs' counsel release Defendant and any present or former employees, agents or officials of said defendant and assignees, from any and all liability, claims, or rights of action for attorneys' fees, costs, and disbursements, in or arising from this action, accrued or incurred from June 15, 2010 through April 19, 2024.

7. Class Counsel will have the sole responsibility to satisfy any lien or claim, whether known or unknown, asserted against the settlement proceeds or arising from the settlement. If any lien, claim, or action is brought against the City Defendants or their predecessors, successors and/or assigns and all past or present officials, employees, representatives and/or agents arising from the settlement or asserted against the settlement proceeds, Plaintiffs' counsel will hold harmless any and all such parties and all their related entities, agents, servants, faculty, trustees, and employees.

8. Nothing in this Stipulation shall be deemed to be an admission by the Defendant of any liability whatsoever. Nothing in this Stipulation shall be deemed to be an admission by the Defendant that the Defendant has in any manner or way violated Plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States or the State of New York, or any other rules, regulations, or bylaws of any department or subdivision of government

9. Nothing in this Stipulation shall be deemed, implied or construed to be a policy, custom, or procedure of the Defendant. This Stipulation shall not be deemed, implied or construed to be applicable to any other person or persons; nor shall it be admissible in any other litigation, action, proceeding, or controversy in any forum except for a proceeding to enforce the terms of this Stipulation.

10. This Stipulation contains all the terms and conditions agreed upon by the parties to this action concerning Plaintiffs' attorneys' fees and costs through April 2024. No oral agreement entered into at any time and no written agreement entered into prior to the execution of this Stipulation regarding the subject matter of this Stipulation shall be deemed to exist, or bind the parties to this action, or to vary the terms and conditions of this Stipulation.

11. This Stipulation is final and binding upon the parties, their successors, and their assigns. This Stipulation may be executed in any number of counterparts, all of which taken together shall constitute one Stipulation, and may be executed by facsimile or electronically transmitted signature. Facsimile and electronically transmitted signatures will be considered originals for the purposes of this Stipulation.

